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15 LLC; REFUGE RECOVERY ,CLINICAL SERVICES, LLC; AND REBEL  
SAINTS MEDITATION SOCIETY , DBA REFUGE RECOVERY RETREATS

16 **UNITED STATES DISTRICT COURT**

17 **CENTRAL DISTRICT OF CALIFORNIA**

18  
19 REFUGE RECOVERY,  
20 Plaintiff,

21 vs.

22 NOAH LEVINE, REFUGE  
23 RECOVERY HOUSE, LLC., REFUGE  
RECOVERY CLINICAL SERVICES,  
24 LLC.; REBEL SAINTS  
MEDITATION SOCIETY dba  
25 REFUGE RECOVERY RETREATS;  
and DOES 1 through 10, inclusive,

26 Defendants.

27 AND RELATED COUNTER ACTION

Case No. 2:19-CV-00635-MWF-MAA

**STIPULATED PROTECTIVE  
ORDER**

28 **STIPULATED PROTECTIVE ORDER**

1           1.     A. PURPOSES AND LIMITATIONS

2           Discovery in this action is likely to involve production of confidential,  
3     proprietary, or private information for which special protection from public  
4     disclosure and from use for any purpose other than prosecuting this litigation  
5     may be warranted. Accordingly, the parties hereby stipulate to and petition the  
6     Court to enter the following Stipulated Protective Order. The parties  
7     acknowledge that this Order does not confer blanket protections on all  
8     disclosures or responses to discovery and that the protection it affords from  
9     public disclosure and use extends only to the limited information or items that  
10    are entitled to confidential treatment under the applicable legal principles. The  
11    parties further acknowledge, as set forth in Section 12.3, below, that this  
12    Stipulated Protective Order does not entitle them to file confidential information  
13    under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed  
14    and the standards that will be applied when a party seeks permission from the  
15    court to file material under seal.

16  
17           B. GOOD CAUSE STATEMENT

18           This action is likely to involve Protected Health Information (as defined in  
19    2.16 below), financial, and/or proprietary information for which special  
20    protection from public disclosure and from use for any purpose other than  
21    prosecution of this action is warranted. Such confidential and proprietary  
22    materials and information consist of, among other things, confidential business  
23    or financial information, or commercial information (including information  
24    implicating privacy rights of third parties), information otherwise generally  
25    unavailable to the public, or which may be privileged or otherwise protected  
26    from disclosure under state or federal statutes, court rules, case decisions, or  
27    common law. Accordingly, to expedite the flow of information, to facilitate the  
28    prompt resolution of disputes over confidentiality of discovery materials, to

adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

## 2. DEFINITIONS

2.1 Action: Refuge Recovery v. Noah Levine, et al., Case No. 2:19-CV-00635-MWF-MAA.

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

- 1           2.7   Expert: a person with specialized knowledge or experience in a  
2                   matter pertinent to the litigation who has been retained by a Party or  
3                   its counsel to serve as an expert witness or as a consultant in this  
4                   Action.
- 5           2.8   House Counsel: attorneys who are employees of a party to this  
6                   Action. House Counsel does not include Outside Counsel of Record  
7                   or any other outside counsel.
- 8           2.9   Non-Party: any natural person, partnership, corporation, association,  
9                   or other legal entity not named as a Party to this action.
- 10          2.10   Outside Counsel of Record: attorneys who are not employees of a  
11                   party to this Action but are retained to represent or advise a party to  
12                   this Action and have appeared in this Action on behalf of that party  
13                   or are affiliated with a law firm which has appeared on behalf of  
14                   that party, and includes support staff.
- 15          2.11   Party: any party to this Action, including all of its officers, directors,  
16                   employees, consultants, retained experts, and Outside Counsel of  
17                   Record (and their support staffs).
- 18          2.12   Producing Party: a Party or Non-Party that produces Disclosure or  
19                   Discovery Material in this Action.
- 20          2.13   Professional Vendors: persons or entities that provide litigation  
21                   support services (e.g., photocopying, videotaping, translating,  
22                   preparing exhibits or demonstrations, and organizing, storing, or  
23                   retrieving data in any form or medium) and their employees and  
24                   subcontractors.
- 25          2.14   Protected Material: any Disclosure or Discovery Material that is  
26                   designated as “CONFIDENTIAL.”
- 27          2.15   Receiving Party: a Party that receives Disclosure or Discovery  
28                   Material from a Producing Party.

1           2.16 Protected Health Information: shall have the same scope and  
2           definition as set forth in 45 C.F.R. § 160.103 and 164.501,  
3           including, but not limited to, information related to:

- 4           (a) The past, present, or future physical or mental condition of any  
5           person, including third-parties;  
6           (b) The provision of care to any person, including third-parties; and  
7           (c) The payment for care provided to any person, including third parties,  
8           which identifies the person or which reasonably could be expected  
9           to identify the person.

10  
11           3. SCOPE

12           The protections conferred by this Stipulation and Order cover not only  
13           Protected Material (as defined above), but also (1) any information copied or  
14           extracted from Protected Material; (2) all copies, excerpts, summaries, or  
15           compilations of Protected Material; and (3) any testimony, conversations, or  
16           presentations by Parties or their Counsel that might reveal Protected Material.

17           Any use of Protected Material at trial shall be governed by the orders of the  
18           trial judge. This Order does not govern the use of Protected Material at trial.

19  
20           4. DURATION

21           Once a case proceeds to trial, all of the information that was designated as  
22           confidential or maintained pursuant to this protective order becomes public and  
23           will be presumptively available to all members of the public, including the press,  
24           unless compelling reasons supported by specific factual findings to proceed  
25           otherwise are made to the trial judge in advance of the trial. See Kamakana v.  
26           City and County of Honolulu, 447 F.3d 1172, 1180-81 (9th Cir. 2006)  
27           (distinguishing “good cause” showing for sealing documents produced in  
28           discovery from “compelling reasons” standard when merits-related documents

are part of court record). Accordingly, the terms of this protective order do not extend beyond the commencement of the trial.

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

## 5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable

1 designation.

2       5.2 Manner and Timing of Designations. Except as otherwise provided  
3 in this Order (see, e.g., second paragraph of section 5.2(a) below), or as  
4 otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies  
5 for protection under this Order must be clearly so designated before the material  
6 is disclosed or produced.

7       Designation in conformity with this Order requires:

8       (a) for information in documentary form (e.g., paper or electronic  
9 documents, but excluding transcripts of depositions or other pretrial or trial  
10 proceedings), that the Producing Party affix at a minimum, the legend  
11 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that  
12 contains protected material. If only a portion or portions of the material on a  
13 page qualifies for protection, the Producing Party also must clearly identify the  
14 protected portion(s) (e.g., by making appropriate markings in the margins).

15       A Party or Non-Party that makes original documents available for  
16 inspection need not designate them for protection until after the inspecting Party  
17 has indicated which documents it would like copied and produced. During the  
18 inspection and before the designation, all of the material made available for  
19 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party  
20 has identified the documents it wants copied and produced, the Producing  
21 Party must determine which documents, or portions thereof, qualify for  
22 protection under this Order. Then, before producing the specified documents, the  
23 Producing Party must affix the “CONFIDENTIAL legend” to each page that  
24 contains Protected Material. If only a portion or portions of the material on a  
25 page qualifies for protection, the Producing Party also must clearly identify the  
26 protected portion(s) (e.g., by making appropriate markings in the margins).

27       (b) for testimony given in depositions that the Designating Party identify  
28 the Disclosure or Discovery Material on the record, before the close of the

1 deposition all protected testimony.

2 (c) for information produced in some form other than documentary and  
3 for any other tangible items, that the Producing Party affix in a prominent place  
4 on the exterior of the container or containers in which the information is stored  
5 the legend “CONFIDENTIAL.” If only a portion or portions of the information  
6 warrants protection, the Producing Party, to the extent practicable, shall identify  
7 the protected portion(s).

8 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
9 failure to designate qualified information or items does not, standing alone,  
10 waive the Designating Party’s right to secure protection under this Order for  
11 such material. Upon timely correction of a designation, the Receiving Party must  
12 make reasonable efforts to assure that the material is treated in accordance with  
13 the provisions of this Order.

14  
15 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

16 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
17 designation of confidentiality at any time that is consistent with the Court’s  
18 Scheduling Order.

19 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
20 resolution process under Local Rule 37.1 et seq.

21 6.3 The burden of persuasion in any such challenge proceeding shall be  
22 on the Designating Party. Frivolous challenges, and those made for an improper  
23 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
24 parties) may expose the Challenging Party to sanctions. Unless the Designating  
25 Party has waived or withdrawn the confidentiality designation, all parties shall  
26 continue to afford the material in question the level of protection to which it is  
27 entitled under the Producing Party’s designation until the Court rules on the  
28 challenge.



1  
2 7. ACCESS TO AND USE OF PROTECTED MATERIAL

3 7.1 Basic Principles. A Receiving Party may use Protected Material that  
4 is disclosed or produced by another Party or by a Non-Party in connection with  
5 this Action only for prosecuting, defending, or attempting to settle this Action.  
6 Such Protected Material may be disclosed only to the categories of persons and  
7 under the conditions described in this Order. When the Action has been  
8 terminated, a Receiving Party must comply with the provisions of section 13  
9 below (FINAL DISPOSITION).

10 Protected Material must be stored and maintained by a Receiving Party at  
11 a location and in a secure manner that ensures that access is limited to the  
12 persons authorized under this Order.

13 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
14 otherwise ordered by the court or permitted in writing by the Designating Party,  
15 a Receiving Party may disclose any information or item designated  
16 “CONFIDENTIAL” only to:

17 (a) the Receiving Party’s Outside Counsel of Record in this Action, as  
18 well as employees of said Outside Counsel of Record to whom it is reasonably  
19 necessary to disclose the information for this Action;

20 (b) the officers, directors, and employees (including House Counsel) of  
21 the Receiving Party to whom disclosure is reasonably necessary for this Action;

22 (c) Experts (as defined in this Order) of the Receiving Party to whom  
23 disclosure is reasonably necessary for this Action and who have signed the  
24 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

25 (d) the court and its personnel;

26 (e) court reporters and their staff;

27 (f) professional jury or trial consultants, mock jurors, and Professional  
28 Vendors to whom disclosure is reasonably necessary for this Action and who

1 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

2 (g) the author or recipient of a document containing the information or a  
3 custodian or other person who otherwise possessed or knew the information;

4 (h) during their depositions, witnesses ,and attorneys for witnesses, in  
5 the Action to whom disclosure is reasonably necessary provided: (1) the  
6 deposing party requests that the witness sign the form attached as Exhibit A  
7 hereto; and (2) they will not be permitted to keep any confidential  
8 information unless they sign the “Acknowledgment and Agreement to

9 Be Bound” (Exhibit A), unless otherwise agreed by the  
10 Designating Party or ordered by the court. Pages of transcribed deposition  
11 testimony or exhibits to depositions that reveal Protected Material may be  
12 separately bound by the court reporter and may not be disclosed to anyone  
13 except as permitted under this Stipulated Protective Order; and

14 (i) any mediator or settlement officer, and their supporting personnel,  
15 mutually agreed upon by any of the parties engaged in settlement discussions.

16  
17 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
18 PRODUCED IN OTHER LITIGATION

19 If a Party is served with a subpoena or a court order issued in other  
20 litigation that compels disclosure of any information or items designated in this  
21 Action as “CONFIDENTIAL,” that Party must:

22 (a) promptly notify in writing the Designating Party. Such notification  
23 shall include a copy of the subpoena or court order;

24 (b) promptly notify in writing the party who caused the subpoena or  
25 order to issue in the other litigation that some or all of the material covered by  
26 the subpoena or order is subject to this Protective Order. Such notification shall  
27 include a copy of this Stipulated Protective Order; and

28 (c) cooperate with respect to all reasonable procedures sought to be

pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

1           (3)    make the information requested available for inspection by the  
2           Non-Party, if requested.

3           (c)   If the Non-Party fails to seek a protective order from this court  
4           within 14 days of receiving the notice and accompanying information, the  
5           Receiving Party may produce the Non-Party's confidential information  
6           responsive to the discovery request. If the Non-Party timely seeks a protective  
7           order, the Receiving Party shall not produce any information in its possession or  
8           control that is subject to the confidentiality agreement with the Non-Party before  
9           a determination by the court. Absent a court order to the contrary, the Non-Party  
10          shall bear the burden and expense of seeking protection in this court of its  
11          Protected Material.

12  
13       10.   UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

14           If a Receiving Party learns that, by inadvertence or otherwise, it has  
15           disclosed Protected Material to any person or in any circumstance not authorized  
16           under this Stipulated Protective Order, the Receiving Party must immediately (a)  
17           notify in writing the Designating Party of the unauthorized disclosures, (b) use  
18           its best efforts to retrieve all unauthorized copies of the Protected Material, (c)  
19           inform the person or persons to whom unauthorized disclosures were made of all  
20           the terms of this Order, and (d) request such person or persons to execute the  
21           "Acknowledgment and Agreement to Be Bound" that is attached hereto as  
22           Exhibit A.

23  
24       11.   INADVERTENT PRODUCTION OF PRIVILEGED OR  
25       OTHERWISE PROTECTED MATERIAL

26           When a Producing Party gives notice to Receiving Parties that certain  
27           inadvertently produced material is subject to a claim of privilege or other  
28           protection, the obligations of the Receiving Parties are those set forth in Federal

1 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
2 whatever procedure may be established in an e-discovery order that provides for  
3 production without prior privilege review. Pursuant to Federal Rule of Evidence  
4 502(d) and (e), insofar as the parties reach an agreement on the effect of  
5 disclosure of a communication or information covered by the attorney-client  
6 privilege or work product protection, the parties may incorporate their agreement  
7 in the stipulated protective order submitted to the court.

8  
9 12. MISCELLANEOUS

10 12.1 Right to Further Relief. Nothing in this Order abridges the right of  
11 any person to seek its modification by the Court in the future.

12 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
13 Protective Order no Party waives any right it otherwise would have to object to  
14 disclosing or producing any information or item on any ground not addressed in  
15 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
16 any ground to use in evidence of any of the material covered by this Protective  
17 Order.

18 12.3 Filing Protected Material. A Party that seeks to file under seal any  
19 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
20 may only be filed under seal pursuant to a court order authorizing the sealing of  
21 the specific Protected Material at issue. If a Party's request to file Protected  
22 Material under seal is denied by the court, then the Receiving Party may file the  
23 information in the public record unless otherwise instructed by the court.

24  
25 13. FINAL DISPOSITION

26 After the final disposition of this Action, as defined in paragraph 4, within  
27 60 days of a written request by the Designating Party, each Receiving Party must  
28 return all Protected Material to the Producing Party or destroy such material. As

1 used in this subdivision, “all Protected Material” includes all copies, abstracts,  
2 compilations, summaries, and any other format reproducing or capturing any of  
3 the Protected Material. Whether the Protected Material is returned or destroyed,  
4 the Receiving Party must submit a written certification to the Producing Party  
5 (and, if not the same person or entity, to the Designating Party) by the 60 day  
6 deadline that (1) identifies (by category, where appropriate) all the Protected  
7 Material that was returned or destroyed and (2) affirms that the Receiving Party  
8 has not retained any copies, abstracts, compilations, summaries or any other  
9 format reproducing or capturing any of the Protected Material. Notwithstanding  
10 this provision, Counsel are entitled to retain an archival copy of all pleadings,  
11 motion papers, trial, deposition, and hearing transcripts, legal memoranda,  
12 correspondence, deposition and trial exhibits, expert reports, attorney work  
13 product, and consultant and expert work product, even if such materials contain  
14 Protected Material, except that all Protected Health Information even in archival  
15 copies will be returned or destroyed pursuant to this section 13. Any such  
16 archival copies that contain or constitute Protected Material remain subject to  
17 this Protective Order as set forth in Section 4 (DURATION).

18  
19 14. Any violation of this Order may be punished by any and all appropriate  
20 measures including, without limitation, contempt proceedings and/or monetary  
21 sanctions.

22 ///

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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2 Dated: \_June 13, 2019

COLEMAN & HOROWITT, LLP

3  
4 */s/ Sherrie M. Flynn*

5 By: \_\_\_\_\_

DARRYL J. HOROWITT  
SHERRIE M. FLYNN  
CRAIG A. TRISTAO  
Attorneys for Plaintiff REFUGE  
RECOVERY

6  
7  
8  
9 Dated: \_June 13, 2019

SMITHDEHN, LLP

10  
11 */s/Russell A. Smith*

12 By: \_\_\_\_\_

RUSSELL A. SMITH  
JEFFREY HOLMES  
Attorneys for Defendants NOAH  
LEVINE; REFUGE RECOVERY  
HOUSE, LLC; REFUGE  
RECOVERY CLINICAL  
SERVICES, LLC; and REBEL  
SAINTS MEDITATION SOCIETY

13  
14  
15  
16  
17 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED. DATED:

18  
19 Dated: June 14, 2019

20   
21 **HONORABLE MARIA A. AUDERO**  
22 **UNITED STATES MAGISTRATE**  
23 **JUDGE**

**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under  
penalty of perjury that I have read in its entirety and understand the Stipulated  
Protective Order that was issued by the United States District Court for the  
Central District of California on \_\_\_\_\_, 2019 in the case of  
**Refuge Recovery v. Noah Levine, et al., Case No. 2:19-CV-00635-MWF-MAA**  
. I agree to comply with and to be bound by all the terms of this Stipulated  
Protective Order and I understand and acknowledge that failure to so comply  
could expose me to sanctions and punishment in the nature of contempt. I  
solemnly promise that I will not disclose in any manner any information or item  
that is subject to this Stipulated Protective Order to any person or entity except in  
strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for  
the Central District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action. I hereby appoint \_\_\_\_\_ [print or type full  
name] of \_\_\_\_\_ [print or type  
full address and telephone number] as my California agent for service of process  
in connection with this action or any proceedings related to enforcement of this  
Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_